

DATA PROVIDER LICENSE

Canada Data

This Data Provider License for Canada Post Data (“License”) contains the terms and conditions specified by Canada Post Corporation (“Canada Post”) in connection with Customer’s use of Canada Post Data as defined herein, and is incorporated into the Experian Data Quality Standard Terms and Conditions (the “Agreement”) by reference.

Definitions

“Canada Post Data” means Postal Code Address Data and Point of Call Address Data, collectively.

“Postal Code^{OM} Address Data” means the data file of Canadian address ranges created and owned by Canada Post that is provided to Customer in Experian Data Quality’s proprietary format. Postal Code Address Data is used within the QAS Pro and QAS Pro Web products.

“Point of Call Address Data” means the Canada Post database that consists of Postal Code Address Data, along with other data compiled by Canada Post that is created and owned by Canada Post and provided to Customer in Experian Data Quality’s proprietary format. Point of Call Address Data is used within the CorrectAddress and QAS Batch products.

“Statement of Accuracy” means a statement generated by Experian DATA QUALITY software that has been recognized by Canada Post as meeting Canada Post’s address accuracy standards, that determines the percentage of correctly addressed items, when compared against Canada Post’s Current Canada Post Data file, for mail to be deposited for delivery with Canada Post.

Any term not otherwise defined herein, shall have the meaning specified in the Agreement.

1. License

Experian Marketing Solutions, Inc. (“Experian Data Quality”) holds a non-exclusive license from Canada Post which authorizes it to distribute the Canada Post Data in conjunction with Experian Data Quality software. In return for the fees paid by Customer for the Licensed Materials, Experian Data Quality grants Customer a personal, non-exclusive, non-transferable license to use the Canada Post Data incorporated within the Licensed Materials subject to the terms of the Agreement and this License.

2. Term

This License commences on the Effective Date specified on the Quotation and continues until the Agreement is terminated.

3. Fees

The fees paid by the Customer for the Licensed Materials include an amount due to Canada Post for use of the Canada Post Data. No further fees are due to Canada Post for the use of the Canada Post Data.

The license fee for the Canada Post Data incorporated within Experian Data Quality’s fees are neither established, controlled nor approved by Canada Post.

4. Trademarks

Postal Code is an official mark of Canada Post Corporation.

This License does not grant or imply any grant of a license to use any trademark owned by Canada Post or Experian Data Quality.

Customer shall not remove any proprietary notices (including, but not limited to trade marks or official marks of Canada Post and Experian Data Quality) placed on the Canada Post Data or Licensed Materials or on reports generated through the use of the Canada Post Data or Licensed Materials or on any media on which the same are supplied.

5. Restrictions on use of Point of Call Address Data

The following restrictions apply to Point of Call Address Data only.

- 5.1 Customer may not use the Point of Call Address Data in a call centre, for on-line purchases, as a component of any interactive voice response application, or for any other interactive application where individual addresses are validated and corrected.
- 5.2 Customer may only use the Point of Call Address Data for the purposes of:



- a. validating and correcting mailing addresses, and
- b. addressing mail for delivery by Canada Post and producing corresponding Statements of Accuracy only for the purposes of providing the same to Canada Post in relation to such addressed mail when it is deposited with Canada Post for delivery.

5.3 For addressing mail covered by a valid Statement of Accuracy, the most current data is to be used in the production of the Statement of Accuracy. Use of data that is not current at the time a Statement of Accuracy is created is strictly prohibited.

6. Liability and Indemnification

Neither Experian Data Quality nor Canada Post shall be liable for any damage or loss that Customer may suffer or incur as a result of use of any of the Canada Post Data whether resulting from a defect or error in any of the Canada Post Data or otherwise. Without limiting the generality of the preceding sentence, Customer agrees that neither Experian Data Quality nor Canada Post shall be liable to Customer for any damage to data or programs, or any claims for any direct damages or for any special, incidental or consequential damages (including, but not limited to, loss of profit, revenues, and savings) even if Experian Data Quality or Canada Post knew or should have known of the possibility of such damages. Customer shall indemnify Experian Data Quality and Canada Post with respect to all such matters.